

AMENDMENT NUMBER 1

The Texas Commission on Environmental Quality (TCEQ) and the City of Fort Worth (City) agree to amend Contract No. 582-16-60238 to extend the term of the contract to August 31, 2017, by exercising the first of three, one-year, renewal options, to increase the total compensation possible under the contract to include funding for fiscal year (FY) 2017, and to correct the Indirect Reimbursable Rate referenced in the original contract. The City will continue to operate and maintain two continuous air monitoring stations (CAMS) in Fort Worth (CAMS 0017) and Eagle Mountain Lake (CAMS 0075), Texas.

1. TCEQ and the City agree that the total compensation possible under this contract is increased as follows:

The Original Contract Amount (FY16)	\$ 35,000.00
Contract Amendment No. 1 (FY17)	\$ 35,000.00
The Total Contract Amount	\$ 70,000.00

2. The Cost Budget references the corrected Indirect Reimbursable Rate and is included here as **Attachment A**.
3. The Term of the Contract is extended to August 31, 2017.

All other conditions and requirements of Contract Number 582-16-60238 remain unchanged.

**Texas Commission on
Environmental Quality****City of Fort Worth**

By: _____
Authorized Signature

By: _____
Authorized Signature

Richard C. Chism
Printed Name

Printed Name

Director, Monitoring Division
Title

Title

Date

Date

Attachment A**FY17 Cost Budget****Cooperative Reimbursement Contract
for State Agencies and Local Governments**

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

Budget Category	Cost for Work to be Performed
Salary / Wages	\$ 15,500.00
Fringe Benefits	\$ 6,185.00
Travel	\$ 500.00
Supplies	\$ 4,207.06
Equipment	\$ 0.00
Contractual	\$ 0.00
Construction	\$ 0.00
Other	\$ 3,950.00
Indirect Costs	\$ 4,657.94
Total	\$ 35,000.00

2. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Contract is 21.48% of (check one):

- ☒ salary and fringe benefits
☐ modified total direct costs
☐ other direct costs base

If other direct cost base, identify:

This rate is less than or equal to (check one):

- ☐ Predetermined Rate—an audited rate that is not subject to adjustment.
☒ Negotiated Predetermined Rate—an experienced-based predetermined rate agreed to by Performing Party and TCEQ. This rate is not subject to adjustment.
☐ Default rate—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

3. **Other.** If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents:
4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
5. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in UGMS. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
6. **Budget Control.**
 - a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Contract Period do not exceed ten percent (10%) of the Total Budget amount. Performing Party must timely submit a Budget Revision Request (BRR) Form reflecting the revised budget. Upon approval by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.
 - b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve in writing** all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must request to amend the Contract. A contract amendment is required **before** Performing Party incurs these costs.
 - c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.
7. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted to the individual named in TCEQ Project Representatives and Records Location at monthly intervals. Final invoices shall be submitted within two (2) calendar months after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.
 - a. All invoices must be submitted in a format that clearly shows how the budget control requirement is being met.
8. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Contract.

9. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract. The reimbursable rate must be less than or equal to the rate authorized under UGMS. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match). Performing Party must fund all unreimbursed indirect costs from other funds. It is the Performing Party's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do no benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.